

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NOVALIS DEVELOPMENT & LICENSING CORPORATION		12/21/2004	CORPORATION:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2167885	MEDSTOR
Registration Number:	2244582	NCMS
Registration Number:	2219020	NCVO
Registration Number:	2208992	NOVALIS
Registration Number:	2208991	NOVALIS
Registration Number:	2239820	QUASAR
Registration Number:	2207325	SOCRATES
Registration Number:	2142942	THE NOVALIS PROGRAM
Registration Number:	2142943	THE NOVALIS PROGRAM
Registration Number:	2314763	WE MANAGE. YOU CARE.

CORRESPONDENCE DATA

Fax Number: (202)728-0744

900021635

TRADEMARK
REEL: 003050 FRAME: 0014

CH \$265.00 2167885

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405
Email: christine.wilson@t-t.com
Correspondent Name: Christine Wilson
Address Line 1: 1750 K Street, NW
Address Line 2: Suite 200
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	03/21/2005

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of December, 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 21, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among The Trizetto Group, Inc., a Delaware corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of December 21, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or

any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NOVALIS DEVELOPMENT & LICENSING
CORPORATION**

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
as Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NOVALIS DEVELOPMENT & LICENSING
CORPORATION**

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
as Agent

By: 
Name: CHARLES KIM
Title: VP

Schedule I**Trademarks**

Grantor	Mark	Status	Serial No.	Registration No.	Registration Date
Novalis Development & Licensing Corporation	Med-Stor	Registered	74683167	2167885	6/23/98
Novalis Development & Licensing Corporation	NCMS	Registered	75449618	2244582	5/11/99
Novalis Development & Licensing Corporation	NCVO	Registered	75449069	2219020	1/19/99
Novalis Development & Licensing Corporation	Novalis	Registered	75390412	2208992	12/8/98
Novalis Development & Licensing Corporation	Novalis	Registered	75390409	2208991	12/8/98
Novalis Development & Licensing Corporation	Quasar	Registered	75422218	2239820	4/13/99

Grantor	Mark	Status	Serial No.	Registration No.	Registration Date
Novalis Development & Licensing Corporation	Socrates	Registered	75424243	2207325	12/1/98
Novalis Development & Licensing Corporation	The Novalis Program	Registered	74452545	2142942	3/10/98
Novalis Development & Licensing Corporation	The Novalis Program	Registered	74452546	2142943	3/10/98
Novalis Development & Licensing Corporation	We Manage. You Care.	Registered	75677688	2314763	2/1/00